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6 Attorneys for Plaintiff  
Warner Bros. Home Entertainment Inc.

8 UNITED STATES DISTRICT COURT  
9 CENTRAL DISTRICT OF CALIFORNIA

10 Warner Bros. Home Entertainment Inc.,  
11 Plaintiff,

12 v.

13 Kishore Kumar a/k/a Kishore Kumar  
14 Mohan, an individual and d/b/a  
Amazon.com Seller kishore and Does 1-  
15 10, inclusive,

16 Defendants.

Case No.: CV12-9156 SVW (SHx)

~~PROPOSED~~ JUDGMENT  
PURSUANT TO ENTRY OF  
DEFAULT

Court: Hon. Stephen V. Wilson  
Date: June 17, 2013  
Time: 1:30 p.m.

JS-6

17  
18 This cause having come before this Court on the motion of Plaintiff Warner  
19 Bros. Home Entertainment Inc. ("Plaintiff") for entry of default judgment and a  
20 permanent injunction against Defendant Kishore Kumar a/k/a Kishore Kumar Mohan,  
21 an individual and d/b/a Amazon.com Seller kishore ("Defendant");

22 AND, the Court having read and considered the pleadings, declarations and  
23 exhibits on file in this matter and having reviewed such evidence as was presented in  
24 support of Plaintiff's Motion;

25 AND, GOOD CAUSE APPEARING THEREFORE, the Court finds the  
26 following facts:  
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Warner Bros. is the owner of exclusive U.S. distribution rights in and to certain creative works, including but not limited to the television series *The Wire* (“the Warner Bros. Works”), which is the subject of the following registrations:

<u>Copyright Registration Number:</u>	<u>Title of Work:</u>	<u>Claimant of Work:</u>
	THE WIRE: Season One	
PA 1-085-787	THE WIRE: The Target	Home Box Office, Inc.
PA 1-085-788	THE WIRE: The Detail	Home Box Office, Inc.
PA 1-085-789	THE WIRE: The Buys	Home Box Office, Inc.
PA 1-085-790	THE WIRE: Old Cases	Home Box Office, Inc.
PA 1-091-735	THE WIRE: The Pager	Home Box Office, Inc.
PA 1-091-734	THE WIRE: The Wire	Home Box Office, Inc.
PA 1-085-791	THE WIRE: One Arrest	Home Box Office, Inc.
PA 1-112-366	THE WIRE: Lessons	Home Box Office, Inc.
PA 1-112-367	THE WIRE: Game Day	Home Box Office, Inc.
PA 1-085-792	THE WIRE: The Cost	Home Box Office, Inc.
PA 1-085-793	THE WIRE: The Hunt	Home Box Office, Inc.
PA 1-112-891	THE WIRE: Cleaning Up	Home Box Office, Inc.
PA 1-097-171	THE WIRE: Sentencing	Home Box Office, Inc.
	THE WIRE: Season Two	

PA 1-136-490	THE WIRE: Ebb Tide	Home Box Office, Inc.
PA 1-148-802	THE WIRE: Collateral Damage	Home Box Office, Inc.
PA 1-194-679	THE WIRE: Hot Shots	Home Box Office, Inc.
PAu2-811-064	THE WIRE: Hard Cases	Home Box Office, Inc.
PAu2-803-274	THE WIRE: Undertow	Home Box Office, Inc.
PA 1-148-601	THE WIRE: All Prologue	Home Box Office, Inc.
PA 1-188-186	THE WIRE: Backwash	Home Box Office, Inc.
PAu2-787-345	THE WIRE: Duck And Cover	Home Box Office, Inc.
PA 1-190-936	THE WIRE: Stray Sounds	Home Box Office, Inc.
PA 1-194-673	THE WIRE: Storm Warnings	Home Box Office, Inc.
PA 1-201-679	THE WIRE: Bad Dreams	Home Box Office, Inc.
PA 1-201-678	THE WIRE: Port In A Storm	Home Box Office, Inc.
	THE WIRE: Season Three	
PA 1-246-492	THE WIRE: Time After Time	Home Box Office, Inc.
PA 1-246-487	THE WIRE: All Due Respect	Home Box Office, Inc.
PA 1-249-546	THE WIRE: Dead Soldiers	Home Box Office, Inc.
PA 1-249-545	THE WIRE: Amsterdam	Home Box Office, Inc.
PA 1-249-550	THE WIRE: Straight And True	Home Box Office, Inc.
PA 1-249-549	THE WIRE: Homecoming	Home Box Office, Inc.

1	PA 1-263-206	THE WIRE: Back Burners	Home Box Office, Inc.
2			
3	PA 1-263-204	THE WIRE: Moral Midgetry	Home Box Office, Inc.
4	PA 1-263-205	THE WIRE: Slapstick	Home Box Office, Inc.
5			
6	PA 1-263-201	THE WIRE: Reformation	Home Box Office, Inc.
7	PA 1-265-461	THE WIRE: Middle Ground	Home Box Office, Inc.
8			
9	PA 1-265-512	THE WIRE: Mission Accomplished	Home Box Office, Inc.
10		THE WIRE: Season Four	
11			
12	PA 1-325-037	THE WIRE: Boys Of Summer	Home Box Office, Inc.
13	PA 1-325-038	THE WIRE: Soft Eyes	Home Box Office, Inc.
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15	PA 1-325-039	THE WIRE: Home Rooms	Home Box Office, Inc.
16	PA 1-261-149	THE WIRE: Refugees	Home Box Office, Inc.
17	PA 1-261-150	THE WIRE: Alliances	Home Box Office, Inc.
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19	PA 1-261-132	THE WIRE: Margin Of Error	Home Box Office, Inc.
20	PA 1-261-151	THE WIRE: Unto Others	Home Box Office, Inc.
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22	PA 1-261-345	THE WIRE: Corner Boys	Home Box Office, Inc.
23	PA 1-261-344	THE WIRE: Know Your Place	Home Box Office, Inc.
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25	PA 1-353-972	THE WIRE: Misgivings	Home Box Office, Inc.
26	PA 1-353-973	THE WIRE: A New Day	Home Box Office, Inc.
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28	PA 1-353-974	THE WIRE: That's Got His Own	Home Box Office, Inc.

PA 1-261-346	THE WIRE: Final Grades	Home Box Office, Inc.
	THE WIRE: Season Five	
PA 1-611-976	THE WIRE: More With Less	Home Box Office, Inc.
PA 1-608-341	THE WIRE: Unconfirmed Reports	Home Box Office, Inc.
PA 1-798-349	THE WIRE: Not For Attribution	Home Box Office, Inc.
PA 1-663-138	THE WIRE: Transitions	Home Box Office, Inc.
PA 1-617-062	THE WIRE: React Quotes	Home Box Office, Inc.
PA 1-617-057	THE WIRE: The Dickenson Aspect	Home Box Office, Inc.
PA 1-622-694	THE WIRE: Took	Home Box Office, Inc.
PA 1-622-990	THE WIRE: Clarifications	Home Box Office, Inc.
PA 1-622-995	THE WIRE: Late Editions	Home Box Office, Inc.
PA 1-622-993	THE WIRE: -30-	Home Box Office, Inc.

Plaintiff has complied in all respects with the laws governing copyright and secured the exclusive rights and privileges in and to the Warner Bros. Works;

The appearance and other qualities of the Warner Bros. Works are distinctive and original;

Defendant engages in the unauthorized business of importing, distributing, promoting, selling and/or offering for sale unauthorized counterfeit DVDs featuring the Warner Bros. Works ("Pirated Product").

Defendant's importing, advertising, displaying, promoting, marketing, distributing, providing, offering for sale and selling of the Pirated Product was

1 engaged in willfully and intentionally, without leave or license from Plaintiff, in  
2 violation of Plaintiff's rights in and to the Warner Bros. Works.

3 The liability of the Defendant in the above-referenced action for his acts in  
4 violation of Plaintiff's rights is knowing and willful, and as such the Court expressly  
5 finds that there is no just reason for delay in entering the default judgment and  
6 permanent injunction sought herein.

7 Therefore, based upon the foregoing facts, and

8 GOOD CAUSE APPEARING THEREFORE, THE COURT ORDERS that this  
9 Judgment shall be and is hereby entered in the within action as follows:

10 1) This Court has jurisdiction over the parties to this action and over the subject  
11 matter hereof pursuant to 15 U.S.C. § 1051 *et seq.*, 28 U.S.C. §§ 1331 and 1338, and  
12 28 U.S.C. § 1367. Service of process was properly made on the Defendant.

13 2) Defendant has distributed, sold, and offered for sale counterfeit merchandise  
14 which infringes upon the Warner Bros. Works.

15 3) The Defendant and his agents, servants, employees and all persons in active  
16 concert and participation with him who receive actual notice of the injunction are  
17 hereby restrained and enjoined from:

18 a) Infringing the Warner Bros. Works, either directly or contributorily, in  
19 any manner, including generally, but not limited to manufacturing, importing,  
20 distributing, advertising, selling and/or offering for sale any merchandise which  
21 features any of the Warner Bros. Works, and, specifically:

22 i) Importing, manufacturing, distributing, advertising, selling and/or  
23 offering for sale the Pirated Product or any other unauthorized products  
24 which picture, reproduce, or copy any of the Warner Bros. Works;

25 ii) Importing, manufacturing, distributing, advertising, selling and/or  
26 offering for sale in connection thereto any unauthorized promotional  
27 materials, labels, packaging or containers which picture, reproduce, copy  
28

1 or use the likenesses of or bear a confusing similarity to any of the  
2 Warner Bros. Works;

3 iii) Engaging in any conduct that tends falsely to represent that, or is  
4 likely to confuse, mislead or deceive purchasers, the Defendant's  
5 customers and/or members of the public to believe, the actions of  
6 Defendant, the products sold by Defendant, or the Defendant herself is  
7 connected with Plaintiff, is sponsored, approved or licensed by Plaintiff,  
8 or is affiliated with Plaintiff;

9 iv) Affixing, applying, annexing or using in connection with the  
10 importation, manufacture, distribution, advertising, sale and/or offer for  
11 sale or other use of any goods or services, a false description or  
12 representation, including words or other symbols, tending to falsely  
13 describe or represent such goods as being those of Plaintiff.

14 4) Defendant is ordered to deliver for destruction all Pirated Product, and any other  
15 unauthorized products which picture, reproduce, copy or use the likenesses of or bear  
16 a substantial similarity to any of the Warner Bros. Works and any labels, signs, prints,  
17 packages, dyes, wrappers, receptacles and advertisements relating thereto in their  
18 possession or under their control bearing any of the Warner Bros. Works or any  
19 simulation, reproduction, counterfeit, copy or colorable imitations thereof, and all  
20 plates, molds, heat transfers, screens, matrices and other means of making the same.

21 5) Defendant is ordered to pay damages to Plaintiff, pursuant to 17 U.S.C. § 504,  
22 in the sum of One Million Five Hundred Thousand Dollars (\$1,500,000.00).

23 6) Defendant is ordered to pay interest on the principal amount of the judgment to  
24 Plaintiff pursuant to 28 U.S.C. § 1961(a).

25 7) This Judgment shall be deemed to have been served upon Defendant at the time  
26 of its execution by the Court.  
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1 8) The Court finds there is no just reason for delay in entering this Judgment and,  
2 pursuant to Rule 54(a) of the Federal Rules of Civil Procedure, the Court directs  
3 immediate entry of this Judgment against Defendant.

4 ~~9) The Court shall retain jurisdiction of this action to entertain such further~~  
5 ~~proceedings and to enter such further orders as may be necessary or appropriate to~~  
6 ~~implement and enforce the provisions of this Judgment.~~

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9 DATED: July 29, 2013

10 Hon. Stephen V. Wilson  
11 United States District Judge

12 PRESENTED BY:  
13 J. Andrew Coombs,  
14 A Professional Corporation

15 By: /s/ Nicole L. Drey  
16 J. Andrew Coombs  
17 Nicole L. Drey  
18 Attorneys for Plaintiff  
19 Warner Bros. Home Entertainment Inc.  
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